

**Maryland State Highway Administration
Spatial Data Order Form and License Agreement**

INSTRUCTIONS: Please fill in the appropriate information, read the License Agreement on page 2 which is fully incorporated in this Order Form and License Agreement, and sign this form to signify your agreement with all of its terms and conditions.

Mail to: Maryland State Highway Administration; SHA Store; 211 East Madison Street; Baltimore, Maryland 21202 Telephone: (410) 545-8735 FAX: (410) 209-5033

PURCHASER (LICENSEE) INFORMATION:

Name: _____
 Agency/Company Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone: _____ FAX: _____
 E-Mail: _____ FTP: _____

If express shipping is desired, supply FedEx or UPS account number and service desired.

FedEx:/ UPS: / Other: _____

REQUESTED DATA: (check map boxes for requested items)

Grid Maps:

Digital Grid Maps \$25.00 per Map Statewide Disk \$2500.00

County Coverage:

County Map \$100.00 per Map
 Statewide Disk \$2000.00

- | | | |
|---------------------------------------|--|-------------------------------------|
| <input type="checkbox"/> Allegany | <input type="checkbox"/> Frederick | <input type="checkbox"/> Somerset |
| <input type="checkbox"/> Anne Arundel | <input type="checkbox"/> Garrett | <input type="checkbox"/> Talbot |
| <input type="checkbox"/> Baltimore | <input type="checkbox"/> Harford | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Calvert | <input type="checkbox"/> Howard | <input type="checkbox"/> Wicomico |
| <input type="checkbox"/> Caroline | <input type="checkbox"/> Kent | <input type="checkbox"/> Worcester |
| <input type="checkbox"/> Carroll | <input type="checkbox"/> Montgomery | |
| <input type="checkbox"/> Cecil | <input type="checkbox"/> Prince George's | |
| <input type="checkbox"/> Charles | <input type="checkbox"/> Queen Anne's | |
| <input type="checkbox"/> Dorchester | <input type="checkbox"/> St. Mary's | |

Coverage	Cost per	State Coverage	Quantity	Total
Statewide Tourist Map Side	\$	1,475.00	X	
County Map	\$ 100.00	\$ 1,975.00	X	
Grid Map	\$ 25.00	\$ 2,475.00	X	
CD	\$ 25.00			\$ 25.00
Total				

Please check desired
Format(only one)

DGN: _____

DXF: _____

DWG: _____



Maryland State Highway Administration

Spatial Data Order Form and License Agreement

THIS LICENSE AGREEMENT is made by the Maryland State Highway Administration, hereinafter called Licensor, and the Purchaser of spatial data identified on page 1 of this License Agreement, hereinafter called Licensee.

Under State Government Article, Sections 10-901 et seq., of the Annotated Code of Maryland, Licensor is the owner and/or custodian of the geographic information system data listed on page 1 of this License Agreement, hereinafter called Spatial Data. Licensor may disclose and reproduce Spatial Data and charge fees for its products and services.

Licensee wants the non-exclusive right to use Licensor's Spatial Data.

IN CONSIDERATION of the mutual conditions in this License Agreement, Licensor and Licensee agree as follows:

1. SCOPE OF LICENSE

This is a License Agreement and not an agreement for sale. This License Agreement is between Licensee and Licensor, and it gives Licensee certain limited rights to use Licensor's Spatial Data. All rights not specifically granted in this License Agreement are reserved to Licensor. Licensor retains exclusive title and ownership of Spatial Data and, unless otherwise noted, of the component parts of Spatial Data, and hereby grants to Licensee a personal, nonexclusive, nontransferable license to use Spatial Data based on the terms and conditions of this License Agreement. From the date of receipt, Licensee agrees to use reasonable efforts to protect Spatial Data from unauthorized use, reproduction, distribution, publication or violation of copyright.

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2. FEES AND PAYMENTS

Licensee shall pay all License Fees before delivery of Spatial Data to Licensee by Licensor.

3. ASSIGNMENT

Licensee may not assign the License without the express prior written consent of Licensor. The permitted assignee shall have all rights and remedies, responsibilities and duties of the original Licensee, insofar as the same are assignable. Assignment shall be only as a whole and not as a part.

4. INDEMNIFICATION

[For licenses with local government agencies, this paragraph applies] Except for damages directly attributable to the fault or negligence of Licensor, Licensee agrees to indemnify and hold Licensor and the State of Maryland, its officers, agents and employees harmless from and against any claims, liabilities, actions, costs or judgments arising out of Licensee's use of licensed Spatial Data, but only to the extent provided for in the Local Government Tort Claims Act, Title 5, Subtitle 4, Courts and Judicial Proceedings Article, Annotated Code of Maryland, or as provided for in any other judicially recognized sovereign immunity or limitation of liability in contract or in tort. This indemnification provision shall in no way be deemed a waiver of any rights and immunities Licensor or Licensee may otherwise have under State or federal law.

[For licenses with federal government agencies , this paragraph applies] Except for damages directly attributable to the fault or negligence of Licensor, Licensee agrees to indemnify and hold Licensor and the State of Maryland, its officers, agents and employees harmless from and against any claims, liabilities, actions, costs or judgments arising out of Licensee's use of licensed Spatial Data, but only to the extent to which the Licensee may be liable under federal law or as provided for in any other judicially recognized sovereign immunity or limitation of liability. This indemnification provision shall in no way be deemed a waiver of any rights and immunities that Licensor and Licensee may otherwise have under State or federal law.

[For licenses with all individuals and private organizations , this paragraph applies] Licensee agrees to indemnify, defend and hold Licensor and the State of Maryland, its officers, agents and employees harmless from and against any actions, claims, suits, or proceedings, costs or judgments arising out of licensee's use of licensed Spatial Data in accordance with this License Agreement.

5. WARRANTIES AND LIABILITIES

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6. TERMINATION

6.1 Causes for Termination. Licensor shall have the right to terminate this License Agreement if: a) Licensee attempts to assign its rights without the express prior written consent of Licensor; b) Licensee delivers or attempts to deliver the licensed data to another person without the prior written consent of the Licensor; or c) Licensee fails to perform any other of Licensee's obligations under this License Agreement.

6.2 Licensee's Obligations Upon Termination. Upon Termination by Licensor, Licensee shall a) fulfill its obligation to pay any fees required, b) erase all Spatial Data subject to this License Agreement from Licensee's permanent storage devices and archival media, and c) return all licensed Spatial Data subject to this License Agreement in Licensee's possession.

7. REMEDIES

In the event of a breach or threatened breach of any of the provisions of this License Agreement by Licensee or any employee, representative, or agent of Licensee, Licensor shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing shall preclude Licensor from pursuing any action or other remedy, including damages for any breach or threatened breach of this License Agreement, all of which shall be cumulative.

8. MERGER

8.1 Acknowledgment. Licensee acknowledges that Licensee has read this License Agreement and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the License Agreement between the parties and supersedes any oral or written communications or representations outside this written License Agreement.

8.2 Authority. The person whose signature appears as or for Licensee on page 1of this License Agreement represents that they are authorized to do so and represents that this License Agreement is a legal, valid, and binding obligation and enforceable in accordance with its terms.

9. ADDITIONAL PROVISIONS

9.1 Laws of the State of Maryland. This License Agreement shall be governed by the laws of the State of Maryland, and the parties subject to the jurisdiction of the courts of the State of Maryland.

9.2 Amendment; Waiver. This License Agreement may not be amended, except in writing signed by the parties. Waiver of any breach of the terms and conditions in this License Agreement shall not be deemed to constitute a waiver of any other or future breach.

10. SPECIFIC MODIFICATIONS (To be completed by Licensor if applicable)

_____ Check here if additional specific modifications apply to this License Agreement. The following specific modifications are expressly incorporated into this License Agreement.

Name of Attachment: _____

Number of pages _____ that are incorporated.

Licensor Signature:_____

Date:_____

AUTHORIZED SIGNATURE OF LICENSEE:

Signature: _____ Date: _____
(You)

AUTHORIZED SIGNATURE OF LICENSOR:

Signature: _____ Date: _____